

MEMORANDUM

April 19, 1990

To: Boston Redevelopment Authority, and
Stephen Coyle, Director

From: Paul Barrett, Assistant Director
Robert Rush, Deputy Director
John O'Brien, Project Manager
Harbor Planning and Development

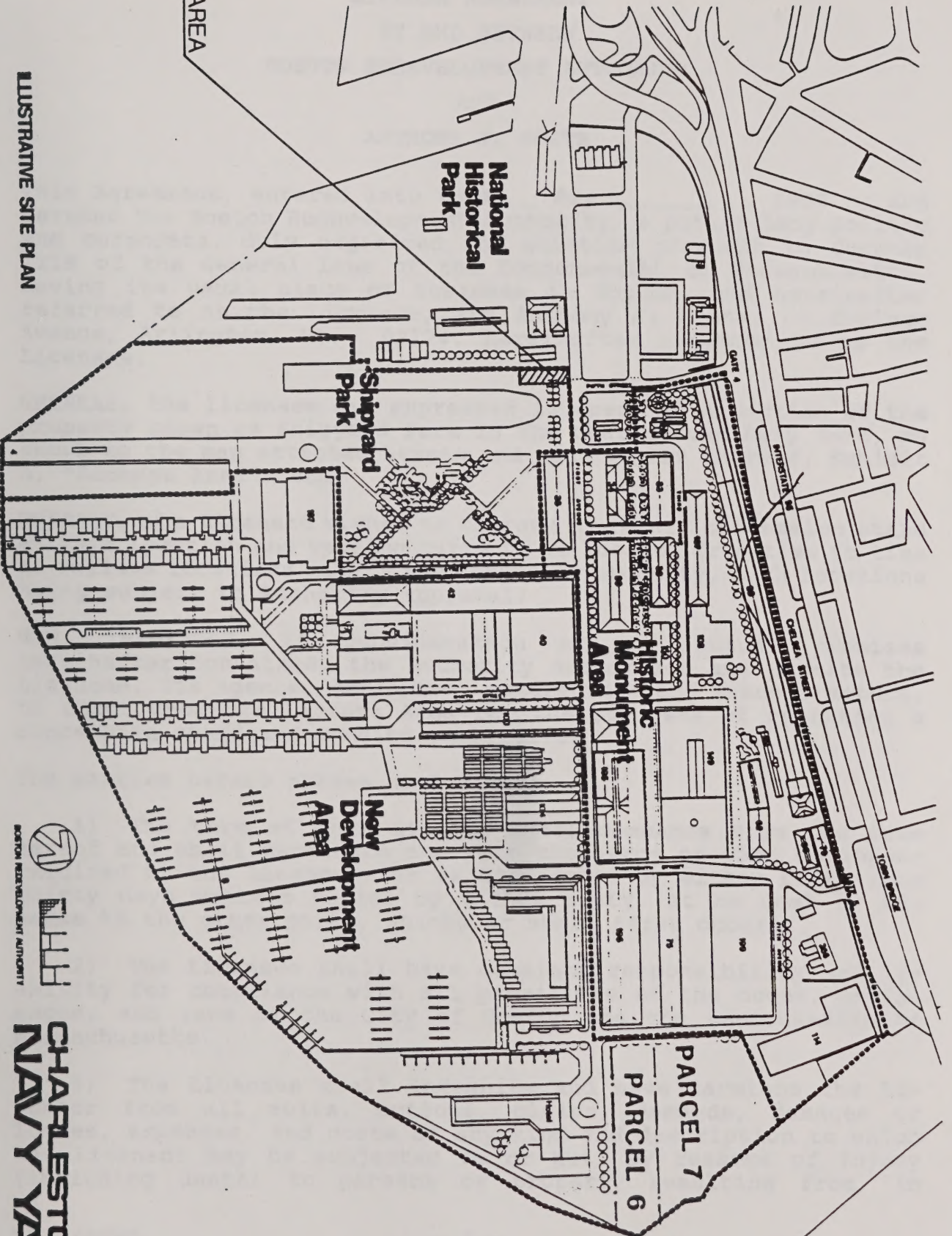
Subject: License Agreement with Anthony J. Costa

Summary: Memorandum requests that the Director be authorized to execute a one year License Agreement with Anthony J. Costa for the operation of a retail concession stand in the Charlestown Navy yard. The license Agreement will be similar to those executed by the Authority in the past.

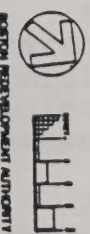
For approximately forty years Anthony Costa and family have operated a retail concession stand at the Charlestown Navy yard. Mr. Costa originally located his stand at Gate 1 from 1946 to 1984, and during that period he acquired the adjacent property located at the corner of Wapping Street and Water Street, just outside Gate 1. In 1974 the property was taken by eminent domain, but the BRA executed a license agreement with Mr. Costa permitting the continued use of the Wapping Street site until 1984. In 1984 Anthony relocated to a site within the National Park where he remained until 1988.

Since 1988, Mr. Costa has desired to be located in the Navy Yard. The Authority has received a written expression of interest from Mr. Costa in acquiring a License for a portion of property, (300 S.F.) within Shipyard Park, located at the intersection of Fifth Street and First Avenue (see attached site map). Under this proposal, the Authority would license the property for use as a retail concession stand for a one year period for the annual sum of \$3,000.00 dollars. Additionally, Mr. Costa has agreed to employ Charlestown residents whenever possible. Since the operation of this retail concession stand will serve as both an amenity to the public park and as a method of increasing public use of the Charlestown waterfront, it is recommended that the Director be authorized to execute a one year license with Anthony J. Costa for the operation of a retail concession stand, within the Charlestown Navy Yard.

VOTED: That the Director be authorized to execute a one year License Agreement with Anthony J. Costa for the operation of a retail concession stand in the Charlestown Navy yard, such License Agreement to be similar to those executed by the Authority in the past, and the Licensee shall be required to acquire appropriate insurance naming the Authority as additional insured.



ILLUSTRATIVE SITE PLAN



CHARLESTON
NAVY YARD

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
ANTHONY J. COSTA

This Agreement, entered into this ___ day _____, 1990 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Licensor, and Anthony J. Costa, 60 College Avenue, Arlington, MA. 02174, hereinafter referred to as the Licensee.

WHEREAS, the licensee has expressed interest in a portion of the property known as Shipyard Park in the Charlestown Navy Yard, as shown on the map attached hereto and made a part thereof, Exhibit A, "License Area"; and

WHEREAS, the Licensee wishes to operate a retail concession stand at said location and vending carts to be located from time to time at various locations within the Authority property, such locations being subject to Authority approval;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purposes of operating a concession stand and vending push carts.

The parties hereto agrees as follows:

1) The term of this License shall commence from the date hereof and shall terminate one year therefrom or when no longer required by the Licensee, or is terminated by either party upon thirty days written notice by either party, at no cost or expense to the other party, whichever shall first occur.

2) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

3) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury (including death) to persons or property resulting from, in

connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

4) The Licensee shall be required to carry for the term of this Agreement Comprehensive Public Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than One Million (\$1,000,000) Dollars for injury or death to more than one (1) person, and Two Million (\$2,000,000) Dollars for injury or death to more than one (1) person in a single accident, and not less than Five Hundred Thousand (\$500,000) Dollars for property damage.

5) The Licensee shall carry or require that there be carried Workman's Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

6) The Licensee agrees to assume all maintenance expenses including sewer, water, phone, and electricity charges pertaining to the license area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, and other charges in order that the License fee hereunder be absolutely net to the Licensor.

7) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

8) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

9) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

10) In no event shall any of the activities hereby licensed under this agreement any way threaten damage to nearby utilities or buildings.

11) The Licensee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation.

12) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

13) Failure to comply with any of the above provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

14) Licensee agrees to restore the License Area, streets, sidewalks, landscaping and disturbed utilities to their original condition. Such condition subject to Licensor's approval.

15) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

16) This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

17) No parking of vehicles of any kind by the Licensee, its agent, employees, contractors and subcontractors or others, shall be permitted in the License Area or within the Shipyard Park area, as described in Exhibit A, at any time during the term of this License Agreement. Further, the Licensee acknowledges that no parking space have been reserved for its exclusive use at any other location in the Charlestown Navy Yard.

18) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this license without the prior written approval of the Licensor.

19) The License Area is to be used exclusively for the purposes of operating a concession stand and attendant activities in Shipyard Park, in conformance with Section 4 of the May 15, 1979 Reformation, Amendment and Confirmatory Deed between the Bureau of Outdoor Recreation and the Boston Redevelopment Authority regarding the Public Park Parcel. The design of any concession stand will be subject to BRA design approval, and the License Area is defined as an area of approximately 300 square feet, as located and described in Exhibit A attached hereto.

20) Licensee acknowledges that the Licensor may require the relocation of Licensee's retail activities from time to time as may be necessary to accommodate repairs or construction relative to the completion of Shipyard Park. In the event of said necessity to relocate, Licensor agrees to issue reasonable written notice to Licensee. If said relocation is permanent in nature, Exhibit "A" attached hereto shall be revised to reflect the new License Area.

21) The License Fee shall be three thousand dollars (\$3,000.00) per annum, payable in twelve equal installments of two hundred and fifty dollars (\$250.00) per month.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

ANTHONY J. COSTA

By: _____

APPROVED AS TO FORM:

Robert F. McNeil
Chief General Counsel

LICENSE AREA APPROX 300 S.F.

DRY DOCK
NO. 2
AREA

LANDSCAPED
AREA

■ ■ ■ ■ PARK PARCEL
BOUNDARY

PIER 4

BOSTON NAVAL SHIPYARD/CHARLESTOWN
EXHIBIT A
ANTHONY J. COSTA
LICENSE FOR CONCESSION STAND

